

**CONDITION FOR APPROVAL FORM
(TO ACCOMPANY LEGISLATION)**

COMMITTEE: Finance/Executive

DATE: 6/30/4

ORDINANCE # _____ **RESOLUTION #** 04R-1205

REQUESTED BY: Committee

DIRECTED TO: LAW DEPT / ADMINISTRATION

NATURE OF CONDITION FOR APPROVAL:

Provide 2003/2004 Summary Report of Cost

WHEN IS THIS INFORMATION DUE, AND TO WHOM?

Prior to Fall Council Meeting

WILL THIS RESULT IN AN AMENDMENT TO THE LEGISLATION?

YES ()

NO (✓)

WILL THIS RESULT IN A SUBSTITUTE TO THE LEGISLATION?

YES ()

NO (✓)

HAS THIS INFORMATION BEEN RECEIVED? YES (

DATE OF RECEIPT: _____

COMMITTEE AMENDMENT FORM

Committee FIN | Exec Page Number(s) _____
Ordinance I.D.# _____ Section(s) Capt. on & Be
It Further Resolved
Resolution I.D.# 04-R-1205 Paragraph Clause
Date 6/30/04
Amendment: Change "761001" to "561001"

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

04- R -1205

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH FULTON COUNTY FOR THE PROVISION OF ANIMAL CONTROL SERVICES FOR A PERIOD OF ONE YEAR, WITH AN OPTION TO RENEW THE AGREEMENT FOR ONE ADDITIONAL YEAR; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE PAYMENTS IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED EIGHT THOUSAND FIVE HUNDRED AND FOUR DOLLARS (\$1,408,504.00) TO BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1A01 761001 T51004, PAYMENTS TO OTHER GOVERNMENTS; FULTON COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to an Intergovernmental Agreement dated February 19, 1982 the County provided animal control services for the City; and

WHEREAS, on or about December 23, 2002, the Atlanta Humane Society terminated its Agreement with Fulton County to provide animal control services; and

WHEREAS, as a result of the Atlanta Human Society's termination of its Agreement, the County issued a Request for Qualifications (RFQ) seeking interested Proponents to provide animal services for Fulton County and the cities of Atlanta, East Point, Hapeville, Palmetto, Union City, Fairburn, Mountain Park, Roswell and Alpharetta; and

WHEREAS, on June 18, 2003, the County Board of Commissioners approved a new Agreement with Southern Hope Humane Society to provide animal control services; and

WHEREAS, there is a need to respond to citizen requests for animal control services twenty-four (24) hours per day within the corporate limits of the City; and,

WHEREAS, the Parties have agreed to enter into a new Agreement for the provision of animal control services for the City.

WHEREAS, both the City and County have specific duties mandated by State law for animal control; and

WHEREAS, the County as part of its public health duties mandated by State law, has assumed responsibility for rabies control within its boundaries; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City; and

WHEREAS, the County has the capacity to provide such services through a contract with an approved animal control services vendor; and

WHEREAS, the City wishes to purchase animal control services within its corporate limits and delegate response to animal control complaints by its citizens twenty-four (24) hours per day, such response to be made in accordance with the terms of the animal control services contract entered into by the County and Southern Hope; and

WHEREAS, the County wishes to provide such services to the City through a contract with an approved animal control services vendor under the direction and control of the County; and

WHEREAS, in 2003 the County entered into agreements with East Point, Hapeville, Palmetto, Union City, Fairburn, Mountain Park, Roswell and Alpharetta for animal control services based on population for the first year and then based on service calls for the second year and any subsequent years;

WHEREAS, the City does not have the resources to provide these necessary services at this time;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to enter into an IGA with Fulton County, substantially in the form attached as Exhibit A, for the provision of Animal Control Services for a period of one year, with an option to renewal the IGA for an additional year.

BE IT FURTHER RESOLVED, that the City Attorney be, and is hereby, directed to prepare and finalize the IGA for execution by the Mayor, to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to pay Fulton County a sum not to exceed one million four hundred eight thousand five hundred and four dollars (\$1,408,504.00) to be charged to and paid from fund, account and center number 1a01 761001 t51004, payments to other governments; Fulton County.

BE IT FINALLY RESOLVED, that the IGA shall not become binding upon the City of Atlanta until such agreements have been duly executed by the Mayor, attested to by the Municipal Clerk, and delivered to Fulton County.

**STATE OF GEORGIA
FULTON COUNTY**

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____ 2004, by and between the City of Atlanta (City) a municipal corporation of the State of Georgia and Fulton County (County) a political subdivision of the State of Georgia.

WHEREAS, both the City and County have specific duties mandated by State law for animal control; and

WHEREAS, the County as part of its public health duties mandated by State law, has assumed responsibility for rabies control within its boundaries; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City; and

WHEREAS, the County has the capacity to provide such services through a contract with a County approved animal control services vendor; and

WHEREAS, the City wishes to purchase animal control services within its corporate limits and delegate response to animal control complaints by its citizens twenty-four (24) hours per day, such response to be made in accordance with the terms of the animal control services contract entered into by the County and the approved animal control service vendor; and

WHEREAS, the County wishes to provide such services to the City through a contract with an approved animal control services vendor under the direction and control of the County; and

WHEREAS, pursuant to an Agreement dated February 19, 1982 the County previously provided animal control services for the City; and

WHEREAS, there is a need to respond to citizen requests for animal control services twenty-four (24) hours per day within the corporate limits of the City; and,

WHEREAS, the Parties have agreed to enter into a new Agreement for the provision of animal control services for the City.

NOW, THEREFORE, for and in consideration of the premises and mutual undertakings hereinafter set forth it is agreed between the Parties as follows:

ARTICLE I DEFINITIONS

Agreement shall mean this Intergovernmental Agreement between the City of Atlanta, Georgia and Fulton County, Georgia and any subsequent amendments thereto as provided herein.

Animal Control shall mean the provision of services to control rabies, respond to stray animal calls, issue dog licenses, collect dog license fees and impoundment fees in accordance with the terms set forth in this agreement.

Atlanta or City shall mean the City of Atlanta, Georgia, a municipal corporation of the State of Georgia.

Fulton County or County shall mean Fulton County, a political subdivision of the State of Georgia.

Governmental Requirements shall mean all federal, state or local statutes, laws, ordinances, codes, rules, regulations, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, permits, licenses or other governmental requirements of any kind associated with animal control, in effect at the time that this Agreement takes effect, or which comes into effect during the time the Services are being performed, and any present or future amendments to those Governmental Requirements.

Services shall mean the furnishing of all labor, materials, tools, equipment, and incidentals necessary to the performance of all duties and obligations imposed by the contract, plans, standard operating procedures and specifications related to animal control services.

Southern Hope Humane Society or Southern Hope shall mean the vendor hired by Fulton County to provide animal control services on behalf of the County, the City and other municipalities.

ARTICLE II DUTIES OF THE PARTIES

2.1 The County represents that it has performed its due diligence in the competitive selection of Southern Hope as the provider of animal control services within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services. Southern Hope has warranted to the County and the County has warranted to the City that Southern Hope is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further agrees that Southern Hope will exercise, in its performance of the duties herein set forth, such

degree of care, learning, skill and ability as is ordinarily employed providers of these types of services under similar conditions and like circumstances and shall perform such duties without neglect, taking into account standards, state-of-the-art and Governmental Requirements existing at the time the Services are performed.

- 2.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with Southern Hope, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
- 2.3 The County agrees to provide rabies control, investigate animal cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City and City residents upon request of the City and in accordance with the approved contract with Southern Hope.
- 2.4 The County and Southern Hope have, or will secure at their own expense, all personnel required to perform the Services, must employ only competent and skilled personnel to perform the Services and must remove any personnel determined to be unfit or to be acting in violation of any provision of this Agreement and/or the contract with Fulton County.
- 2.5 All personnel engaged by the County and Southern Hope to perform any of the Services shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such Services.
- 2.6 None of the Services shall be transferred, assigned, or subcontracted by Southern Hope without the prior written consent of the County and City.
- 2.7 The County and Southern Hope shall be responsible for maintaining labor relations in a manner resulting in harmony among workers and will comply with and enforce safety rules, procedures, regulations and customer service.
- 2.8 The County shall provide an annual report to the City on March 15th that contains the following information for the previous calendar year:
 - 2.8.1 Total number of registered pets by type and zip code;
 - 2.8.2 Total number of calls received by zip code;
 - 2.8.3 Impoundment fees collected;
 - 2.8.4 Breakout of calls by municipality or unincorporated area;
 - 2.8.5 Breakout of calls by type of call (rabid animal, vicious dog, stray animal, etc.); and
 - 2.8.6 Estimated cost per call to Fulton County.
- 2.9 Southern Hope shall act as the agent of the County and the City to issue dog licenses and to collect dog license fees and impoundment fees.

ARTICLE III COMPENSATION

3.1 During this agreement, the cost to the City will be based on the classification and location of calls received by the animal control services vendor during the previous year with the payment amount determined by the following formula:

$$\text{Payment amount} = Y(A)(C/TC)$$

Y= Percentage of responses NOT related to state mandated county rabies control responses.

A= Contract award amount

C= Number of responses to requests for animal control services within the municipality.

TC= Total number of responses to requests for animal control service.

3.3 The parties acknowledge that the animal control program charges fees for certain services, including dog licensing and impoundment of animals and by entering into this Agreement, the City is permitting Fulton to collect those fees on its behalf. The parties also acknowledge that the income derived from the fees offsets the costs for providing those services, including the costs for maintaining the animal control facility.

3.4 The County will not increase the fees for dog licensing and/or impoundment of animals without the City's consent. County will provide City with ninety (90) days written notice of any anticipated increase in fees.

ARTICLE VI TERM

The initial term of this Agreement shall expire June 30, 2005. The parties reserve the right to renew this Agreement for an additional year based upon the original terms and conditions, or as may be amended or negotiated, at any time prior to the expiration of this Agreement.

ARTICLE VII TERMINATION

Either party may terminate this Agreement for convenience, without cause, at any time during the term, or any extension thereof, by giving the other party ninety (90) days

written notice of its election to do so and by specifying the effective date of the termination.

ARTICLE VIII RECORDS AND AUDIT

County and Southern Hope shall maintain records and accounts in connection with the performance of this Agreement, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Agreement, unless otherwise specified by applicable law. City may examine and copy, at all reasonable times, with advance notification, those records and accounts.

ARTICLE IX NOTICES

All notices given by either party to the other under this Agreement must be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses."

9.1 Receipt.

Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

9.2 Change of Address or Facsimile Number.

Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

9.3 Addresses.

To CITY:

For all notices to City the address will be:
City of Atlanta
Department of Finance
68 Mitchell St., Ste. 1101
Atlanta, Georgia 30335
(404) 330-
Facsimile: (404)
Attention: Chief Financial Officer

With copies to: City of Atlanta
Department of Procurement
55 Trinity Avenue, Suite 1790
Atlanta, Georgia 30305
(404) 330-6204
Facsimile: (404) 658-7765
Attention: Chief Procurement Officer

City of Atlanta
Department of Law
68 Mitchell St., Suite 4100
Atlanta, Georgia 30305
(404) 330-6400
Facsimile: (404) 658-6894
Attention: City Attorney

County: Fulton County
141 Pryor Street
Atlanta, Ga. 30303
Attention: Terry L. Todd, Deputy County Manager

ARTICLE X EXTENT OF AGREEMENT

This Agreement shall present the entire and integrated Agreement between City and the County and may be amended only by written instrument, which is approved by both parties.

ARTICLE XI INCORPORATION OF EXHIBITS

All exhibits and attachments (and any subsequent amendments thereto), attached to the Agreement and referenced therein, shall be incorporated within the Agreement as if set forth fully therein.

ARTICLE XII GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia now in force and as hereafter amended from time-to-time.

**ARTICLE XIII
LEGAL CONSTRUCTION**

If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not effect any other provision of the Agreement and the Agreement will be construed as if the invalid, illegal or enforceable provision had never been contained therein.

**ARTICLE XIV
PRIOR AGREEMENTS SUPERSEDED**

This Agreement shall constitute the sole and only Agreement between County and the City with respect to the Services, and shall supersede any prior understandings or written or oral Agreements between the City and the County regarding this subject matter.

**ARTICLE XV
WAIVER**

The failure of either party to seek redress for any violation of or to insist upon the strict performance of any term of the Agreement will not prevent a subsequent violation of the Agreement from being actionable by such party. The provision in the Agreement of any particular remedy will not preclude such party from any other remedy.

**ARTICLE XVI
COUNTERPARTS**

This Agreement may be executed concurrently in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one (1) Agreement.

**ARTICLE XVII
FURTHER ACTS**

CITY and the County shall each agree to perform any additional acts and execute and deliver any additional documents as reasonably may be necessary in order to carry out the provisions and effectuate the intent of the proposed Agreement.

ARTICLE XVIII
INTERPRETATION NOT AFFECTED

The organization of the Agreement into articles, sections, paragraphs and subparagraphs and the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction or effect of the Agreement, nor the rights, obligations and liabilities of the parties there under.

ARTICLE XIV
SEVERABILITY

If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained this Agreement.

ARTICLE XX
MODIFICATIONS

This Agreement may be amended only by written instrument signed by the County and the City and approved by the respective governing bodies.

In Witness whereof, the parties, acting by and through their duly authorized officers have caused their hands and seals to be hereto affixed, effective as of _____, 2004.

CITY OF ATLANTA

MAYOR

CHIEF FINANCIAL OFFICER

CHIEF PROCUREMENT OFFICER

FULTON COUNTY

By: _____
Karen Handel, Chairman
Fulton County Board of
Commissioners

APPROVE AS TO FORM:


ASSISTANT CITY ATTORNEY

RECOMMENDED:

CHIEF OPERATING OFFICER

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE
(For review & Distribution to Execution Management)

Commissioner's Signature:  Director's Signature: _____
From: Origination Dept.: **Office of the Mayor** Contact (name): **Luz Borrero, DCOO**

Committee(s) Purview: **Finance Executive** Committee Deadline: **June 14, 2004**

Committee Meeting Date(s): **June 30, 2004** City Council Meeting Date: _____


CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH FULTON COUNTY FOR THE PROVISION OF ANIMAL CONTROL SERVICES FOR A PERIOD OF ONE YEAR, WITH AN OPTION TO RENEW THE AGREEMENT FOR ONE ADDITIONAL YEAR; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE PAYMENTS IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED EIGHT THOUSAND FIVE HUNDRED AND FOUR DOLLARS (\$1,408,504.00) TO BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1A01761001 T51004, PAYMENTS TO OTHER GOVERNMENTS; FULTON COUNTY; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION: This resolution seeks to establish an intergovernmental agreement with Fulton County for the purposes of providing animal control services. On June 18, 2003 the Board of Commissioners of Fulton County awarded a contract for animal control services to Southern Hope Humane Society. The City of Atlanta does not have the resources to provide these necessary services at this time. Under the agreement sought, the cost allocation for July 1, 2004 through June 30, 2005, based on service calls provided by the reports from Southern Hope Humane Society, the annual payment for the City of Atlanta is \$1,408,504 effective July 1, 2004.

FINANCIAL IMPACT (If Any): Annual cost of animal services \$1,408,504.

Mayor's Staff Only

Received by Mayor's Office: 6.24.04  Reviewed by: _____
(date) (initials)

Submit to Council: _____
(date)

Action by Committee: _____ Approved _____ Adverse _____ Held _____ Amended
_____ Substitute _____ Referred _____ Other